

MICHAEL D. MURPHY  
mdmurphy@foxrothschild.com  
JORDAN ZOLLIECOFFER  
jzolliecoffer@foxrothschild.com  
FOX ROTHSCHILD LLP  
Constellation Place  
10250 Constellation Boulevard, Suite 900  
Los Angeles, California 90067  
Telephone: 310.598.4150  
Facsimile: 310.556.9828

Attorneys for Plaintiff SHAKEY'S  
PIZZA ASIA VENTURES, INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,  
INC, a Philippines corporation,

Plaintiff,

v.

PCJV USA, LLC, a Delaware limited  
liability company; PCI TRADING,  
LLC, a Delaware limited liability  
company; GUY KOREN, an individual;  
POTATO CORNER LA GROUP, LLC,  
a California limited liability company;  
NKM CAPITAL GROUP, LLC, a  
California limited liability company; J &  
K AMERICANA, LLC, a California  
limited liability company; J&K  
LAKEWOOD, LLC, a California  
limited liability company; J&K  
VALLEY FAIR, LLC, a California  
limited liability company; J & K  
ONTARIO, LLC, a California limited  
liability company; HLK MILPITAS,  
LLC, a California, limited liability  
company; GK CERRITOS, LLC, a  
California, limited liability company;  
J&K PC TRUCKS, LLC, a California  
limited liability company; and, GK  
CAPITAL GROUP, LLC, a California  
limited liability company and DOES 1  
through 100, inclusive,

Defendants.

Case No. 2:24-CV-04546-SB(AGRx)

*Hon. Stanley Blumenfeld*

**JOINT STATUS REPORT OF  
PLAINTIFF AND DEFENDANTS  
REGARDING ONGOING MEET  
AND CONFER DISCUSSIONS**

Complaint Filed: May 31, 2024  
Trial Date: August 4, 2025

1 PCJV USA, LLC, a Delaware limited  
2 liability company; PCI TRADING LLC,  
3 a Delaware limited liability company;  
4 POTATO CORNER LA GROUP LLC,  
5 a California limited liability company;  
6 GK CAPITAL GROUP, LLC, a  
7 California limited liability company;  
8 NKM CAPITAL GROUP LLC, a  
9 California limited liability company; and  
10 GUY KOREN, an individual,

11 Counter-Claimants,

12 v.

13 SHAKEY'S PIZZA ASIA VENTURES,  
14 INC, a Philippines corporation,

15 Counter Defendant.

16 PCJV USA, LLC, a Delaware limited  
17 liability company; PCI TRADING LLC,  
18 a Delaware limited liability company;  
19 POTATO CORNER LA GROUP LLC,  
20 a California limited liability company;  
21 GK CAPITAL GROUP, LLC, a  
22 California limited liability company;  
23 NKM CAPITAL GROUP LLC, a  
24 California limited liability company; and  
25 GUY KOREN, an individual,

26 Third Party Plaintiffs,

27 v.

28 PC INTERNATIONAL PTE LTD., a  
Singapore business entity; SPAVI  
INTERNATIONAL USA, INC., a  
California corporation; CINCO  
CORPORATION, a Philippines  
corporation; and DOES 1 through 10,  
inclusive,

Third Party Defendants.

Pursuant to this Court's Orders of March 25, 2025 (Dkt. 135), Plaintiff Shakey's Pizza Asia Ventures, Inc. ("SPAVI" or "Plaintiff") and Defendants PCJV USA, LLC and Guy Koren (collectively, "Defendants") submit the following Joint Statement, regarding their meet and confer efforts to resolve (1) "any outstanding violations of the Court's preliminary injunction," and (2) "the amount of reasonable attorney's fees to award to Plaintiff in connection with its contempt motion." Because the parties were not able to come to an agreement, each presents its 3-page statement of position, as expressed below.

### **PLAINTIFF'S STATEMENT**

This Court concluded that Defendants PCJV and Koren, at least prior to February 28, 2025, were in contempt of the November 14, 2024, Injunction. At this Court's February 28, 2025, hearing, it ordered that, although Plaintiff sought damages exceeding \$300,000, in the form of license fees as well as attorneys' fees, it would order attorneys' fees and costs incurred as the sole damage. The parties were charged with negotiating the amount of fees and costs to be awarded. Despite Plaintiff's reasonableness and reductions, that negotiation failed. The parties' positions are well known; having been shared in multiple in person meet and confers, and emails. Most recently, on April 4, 2025, the parties' counsel met, in person, and repeated their positions described herein. Because the negotiations have ended, the parties are to restate these positions justifying their last number.<sup>1</sup>

Plaintiff's total costs and fees, as explained below, is \$140,380,00, revealed by adding up the fees disclosed in Exhs. 1-6, and the costs of the investigator who charged \$2500 each visit, as reflected in Exh. 7 (one exemplar). Plaintiff offered on March 8, 2025, to reduce it to \$60,000. This was rejected by Defendants who rejected that and countered at an incomprehensively low \$12,000. Plaintiffs, trying

---

<sup>1</sup> Defendants will likely complain about the preparation of this summary of their positions supporting their number, without disclosing their conduct and demands in preparation of this filing. There is insufficient space to fairly address what actually happened.

1 to come to a resolution, offered to compromise the six-figure amount further, and  
2 reduced their offer to \$50,000 during the in person meet and confer on April 4,  
3 2025. On the eve of this filing, Defendants increased their amount to \$25,000,  
4 calling it their “best and final.” This number, as a best and final, cannot be agreed  
5 to. It does not even pay for all the fees and costs incurred just for writing the motion  
6 itself (Dkt. 87), the contempt hearing appearances, and subsequent fees and costs  
7 specifically related to that motion: \$69,028.50.

8 **Plaintiff respectfully requests that this Court order that Defendants pay**  
9 **\$75,000.** This reduction would pay for the investigator’s time (\$2500 per visit,  
10 Exh. 7, and there were five visits) and reflects all of the fees incurred actually  
11 writing the contempt motion and meeting and conferring upon it, as well as all of  
12 the hearings, filings, meet and confers, and work incurred after its filing  
13 (\$69,028.50), along with an increase reflecting all the work done prior to filing the  
14 Motion, which was necessary as it was all part of SPAVI’s efforts to obtain  
15 injunction compliance.

16 This is based upon the following. First, attorney fee invoices: Exhs 1-6 being  
17 invoices from the injunction through the present, from Mr. Murphy’s prior firm and  
18 Fox Rothschild, where he is now a partner. Defendants received those invoices on  
19 March 8, 2025, except for invoices reflecting February 2025 fees and costs from  
20 Mr. Murphy’s prior firm (Exh. 4), and the invoice for March 2025 time (Exh. 6), as  
21 neither had been prepared. Second: investigator invoices. Exh. 7 is the most recent  
22 invoice from Agaki, the investigator, for \$2562.38. Agaki visited three times before  
23 the Motion for Contempt, once while pending, and once after:  $2500 \times 3 = \$7,500$ .

24 An Order of \$75,000 is an appropriate compromise for the following reasons.

25 **First**, Defendants maintain fees should be capped at \$25,000. Defendants  
26 claim this is a “cap” because of references to that number in the Contempt Motion.  
27 Defendant provided no authority, nor can Plaintiff find any, suggesting that this  
28 portion of the Motion limits Plaintiffs’ right to additional fees. Instead, Plaintiff

1 requested damages exceeding \$300,000, which included an estimated daily license  
2 fee as well as attorneys' fees. As to fees, Plaintiff expressly asked for the  
3 opportunity to submit further briefing on the amount of fees and costs should the  
4 Court decide to award them, effectively using \$25,000 as a placeholder. (Dkt. 87 at  
5 p. 4 of the Notice (p. 5 of 33) and 29:5-30:2 of the brief (pp. 29-30 out of 33).

6 Defendant never objected to this, nor did it ever argue to this Court in response to  
7 this portion of the contempt proceeding, that the fees portion is already decided.

8 **Second**, Defendants incorrectly claim that Mr. Murphy told Defendants he  
9 would be seeking only \$25-30,000. During a meet and confer he estimated his own  
10 fees to be about that amount but had not yet reviewed and analyzed the invoices.

11 **Third**, Defendants maintain that Plaintiff took too broad a view of what was  
12 included in the Court's ruling that fees and costs would be awarded as damages  
13 resulting from the contempt. Here is the issue: Plaintiffs maintain fees and costs  
14 incurred in the contempt motion should include all fees and costs incurred to force  
15 Defendants to comply with the injunction. This includes not only the obvious (meet  
16 and confers and briefing the contempt motion and subsequent hearings), but also  
17 prior fees incurred specifically focused on obtaining compliance. For example,  
18 Defendants first Ex Parte on the injunction raised compliance as an issue. (Dkt. 58).  
19 Plaintiffs' response (Dkt. 60) was so important towards contempt, that, in response  
20 this Court issued an Order clarifying what compliance means in the context of what  
21 a contempt order would evaluate. (Dkt. 64 at p.3) In fact, that briefing and the  
22 Order (Dkt. 64) was so integral to contempt that it was cited to and explained in the  
23 Contempt ruling (Dkt. 100, p. 2 at n. 1.) This is an example of fees and costs  
24 incurred by Plaintiff that did not specifically involve writing the contempt motion  
25 but included work towards achieving injunction compliance. Defendants reject this  
26 as being among fees as damages for contempt. Plaintiff should have had to incur **no**  
27 **fees**, had Defendants complied. All fees incurred towards achieving compliance  
28 should be included. Notably, Defendants refuse to state what fees would fit into

1 their limited view of what was to be awarded (it is substantial).

2 **Third**, Defendants object to the total number by claiming that Kenneth Hsu's  
3 block billing resulted in overstating fees. As reflected in Exhs 1-3 and 5, Plaintiff  
4 **reduced** each of Mr. Hsu's entries so as to reflect that time was spent on other  
5 things. Mr. Murphy's reductions were aggressive in favor of Defendants.

6 **Fourth**, Defendants object and claiming that Plaintiffs' counsel spent too  
7 much time briefing or duplicated efforts. They can identify no entry however that  
8 reveals that a partner (Murphy) and an associate (Hsu) were duplicating efforts.

9 The requested \$75,000 is fair and accommodates everyone's positions.

10 **DEFENDANTS' STATEMENT**

11 To begin, the Court should note that Plaintiff refused to share its portion of  
12 the report with us so that we could respond. We drafted the following in the dark.

13 On February 28, 2025, the Court expressed its dissatisfaction over the issue  
14 of the parties' discussions on reasonable attorney's fees on the anti-SLAPP motion.  
15 ("Before you answer, I'm not talking about the anti-SLAAP, which the Court is  
16 disappointed with what it received -- largely from the plaintiff, I'm disappointed ...  
17 The plaintiff should understand, as they will see in the Court's order regarding  
18 attorneys' fees, I'm going to give -- be giving them \$5,000 with regard to the anti-  
19 SLAAP because the Court is not satisfied that they're getting the Court's message as  
20 well.) The Court stated clearly that it expected "reasonableness, not exploitations,  
21 getting leverage, and the like" and that Plaintiff "needs to get the message that they  
22 need to engage in good faith and attempt, within reason, to reach an  
23 accommodation rather than being overly aggressive."

24 On December 26, Mr. Murphy filed a declaration stating under oath that his  
25 then-law firm had billed 24.5 hours at a total expense of **\$16,767.50** "for Mr. Hsu  
26 and I corresponding with Defendants' counsel to demand compliance with the  
27 Injunction Order; meeting and conferring with Defendants' counsel regarding their  
28



1 compliance (or non-compliance) with the Injunction Order; drafting and meeting  
2 and conferring regarding the Motion; and investigating and researching regarding  
3 Defendants' compliance with the Injunction Order, including by conferring with a  
4 private investigator regarding the same." Dkt. No. 87-1 at ¶17. Alongside fees he  
5 said they expected to incur on reply, Plaintiff requested \$25,612.50. *Id.*, ¶¶16-18.

6 After Plaintiff prevailed (in part) with the Court declining its requests for a  
7 "per day" fine, a special master, and future legal fees, but ordering the parties to  
8 thoroughly discuss "the amount of reasonable attorney's fees to award to Plaintiff  
9 in connection with its contempt motion," Dkt. No. 117, Plaintiff seized on an  
10 opportunity to exploit the situation. Suddenly, it took the position that \$16,767.50  
11 was no longer the honest truth of "the sum of attorneys' fees reasonably incurred by  
12 SPAVI" as of December 26, Dkt. No. 87-1 at ¶17, or that it is bound by its notice  
13 and moving papers requesting approximately \$25,000. It took the position that a  
14 large majority of items worked on in November and December, including fees  
15 incurred on *other* motions and applications filed in this case as well as fees incurred  
16 on the concurrent *Ninth Circuit appeal*, are recoverable.

17 We spent considerable time going through their invoices and then again  
18 going through their "updated redacted" invoices sent to us just 5 days ago. In our  
19 portion of the prior statement, we provided an objective report to the Court on  
20 March 25 (Dkt. No. 134) detailing the discussions between counsel from March 5  
21 through March 25. We pointed out issues with Plaintiff's fee invoices but still  
22 offered \$12,500 a month ago, on March 12, to resolve this issue. At our request, we  
23 conferred again on April 3 in person. We explained our positions, but Mr. Murphy  
24 insisted that Plaintiff is entitled to between \$50,000-\$100,000, maybe more.

25 Fully desirous of being reasonable and resolving this issue, we offered  
26 **\$25,000** (a mere \$612.50 less than what was requested in full, Dkt. No. 87-1 at ¶17)  
27 so that we would not have to incur any more expenses in preparing this report or  
28 attending a hearing on Friday. We received no response.

1 This morning, we requested Mr. Murphy to send us his 3-page submission  
2 by 10 a.m. so that we'd have sufficient time to address whatever positions he was  
3 going to take with the Court. His response to us at 9:25 am was: "You have not sent  
4 yours. Why should you see ours?" At 9:34 am, Mr. Murphy wrote: "You write  
5 your 3 pages, I write mine. I attach the billing records. What more is there?" While  
6 we were preparing our portion, at 11:03 am, Mr. Murphy sent us a blank joint  
7 statement with a demand that we include our position and return it by 11:50 am.

8 To the extent they are helpful to the Court's evaluation, our main points are:

- 9 1. Plaintiff cannot recover any more than what it requested in its moving  
10 papers.
- 11 2. Many entries are not recoverable. For example, on November 26, Mr. Hsu  
12 billed 6.5 hours for "Draft and finalize correspondence to 9<sup>th</sup> Circuit  
13 regarding Koren's Emergency Motion for Stay; draft and research  
14 regarding Opposition to Koren's request to modify bond; correspond with  
15 contractor regarding same; correspond with franchisees regarding short-  
16 term license; correspond with Koren's counsel regarding briefing  
17 schedule on Emergency Motion for Stay."
- 18 3. Many entries are block-billed so it is impossible to determine what time  
19 was incurred to bring the motion for contempt versus other work. For  
20 example, on January 17, 2025, Mr. Murphy billed 2.9 hours for "Review  
21 and revise Reply in support of Contempt Motion and Responding Brief to  
22 the 9<sup>th</sup> Circuit."
- 23 4. Where there were attempts to identify the hours spent on the motion for  
24 contempt, those appear to be wholly arbitrary and excessive. Not only  
25 that, they still attempt to capture time spent on other matters. For  
26 example, while a substantial portion of Mr. Hsu's December 23, 2024  
27 entry is redacted, Plaintiff is still seeking the full 2.9 hours billed on that  
28 entry.



1 5. There are duplication of efforts, i.e., two attorneys at a hearing.

2 6. From a holistic perspective, (a) Plaintiff did not fully prevail on its  
3 motion; and (b) “used” the motion (and other threats) to not only strike  
4 deals with PCJV’s franchisees (as is evident by the fee records) but also to  
5 stop PCJV’s franchisees from doing business with PCJV. Plaintiff  
6 *substantially benefitted* from bringing this motion. Defendants submit that  
7 this factor should be taken into consideration when determining what a  
8 reasonable award should be.

9 Finally, we assume that Plaintiff is satisfied with the status of the fixed  
10 signage installations. Mr. Murphy requested an update on Thursday, and we  
11 provided one yesterday. Plaintiff has not raised any issues or concerns.  
12

13 Dated: April 8, 2025

**FOX ROTHSCHILD LLP**

14  
15 /s/ Michael D. Murphy

16 Michael D. Murphy  
17 Jordan Zollicoffer  
18 Attorneys for Plaintiff SHAKEY’S  
19 PIZZA ASIA VENTURES, INC.

20 Dated: April 8, 2025

**BLANK ROME LLP**

21  
22 /s/ Arash Beral

23 Arash Beral  
24 Todd Malynn  
25 Victor Sandoval  
26 Attorneys for Defendants  
27  
28

**CERTIFICATE OF SERVICE**

The undersigned certifies that, on April 8, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: April 8, 2025

**FOX ROTHSCHILD LLP**

/s/ Michael D. Murphy

Michael D. Murphy  
Attorneys for Plaintiff SHAKEY'S  
PIZZA ASIA VENTURES, INC.

## **EXHIBIT 1**

ERVIN COHEN & JESSUP LLP

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Invoice #: 368789

Client #: 18393

[REDACTED]  
Billing Attorney: MM

[REDACTED]

[REDACTED]  
[REDACTED]

RE: Potato Corner Licensing Dispute

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ERVIN COHEN & JESSUP LLP

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

December 31, 2024

Invoice #: 368789

Client #: 18393

[REDACTED]  
Billing Attorney: MM

### CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through November 30, 2024:

**RE: Potato Corner Licensing Dispute**

Legal Services

[REDACTED]

Plus Costs Advanced

[REDACTED]

**TOTAL BALANCE DUE ON CURRENT INVOICE**

[REDACTED]

Effective February 1, 2025, certain hourly rates may reflect an increase.

[REDACTED]

[REDACTED]

ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
Client #: 18393

Billing Attorney: MM

LEGAL SERVICES RENDERED

Date	Tkpr	Description of Service	Hours	Amount
10/28/24	MM	[REDACTED]		
10/29/24	MM	[REDACTED]		
10/30/24	MM	[REDACTED]		
11/04/24	MM	[REDACTED]		
11/04/24	KPH	[REDACTED]		
11/05/24	MM	[REDACTED]		
11/05/24	KPH	[REDACTED]		
11/06/24	MM	[REDACTED]		
11/06/24	SJJ	[REDACTED]		
11/06/24	KPH	[REDACTED]		
11/07/24	MM	[REDACTED]		
11/07/24	KPH	[REDACTED]		
11/08/24	MM	[REDACTED]		
11/08/24	KPH	[REDACTED]		



ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789

Client #: 18393

Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
11/09/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/11/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/11/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/12/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/12/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/13/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/13/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/14/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/14/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/15/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/15/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/16/24	KPH	Correspond with client and research regarding ongoing operations of PCJV franchisees and potential Motion for Contempt	.30	184.50
11/17/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/17/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
11/18/24	MM	Draft/revise demand letters [REDACTED] to franchisees and with opposing counsel re contempt (1.0); teleconferences with Ken and opposing counsel (1.0); video conference with Frank and Malik and correspondence regarding same (0.7); revise supply chain agreement for malik and frank and circulate (0.3)	3.00 1.0 x 785 = \$785	2,355.00

ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
11/18/24	KPH	Draft and research regarding Ex Parte Application for OSC Re Contempt; draft correspondence to Koren's counsel regarding same and regarding Injunction Order; confer and correspond regarding posting of bond; research regarding same; confer regarding draft First Amended Complaint	6.50	3,997.50 Highlighted tasks took 3 hrs for total of \$1,845
11/19/24	MM	Research specific issues with order non compliance and draft email to guy's counsel regarding same (0.7); study newest FDD for various reasons including negotiating with potential new franchisees and for litigation and attention to various calls and emails re PCJV franchisees signing up as licensees (1.7); attention to bond and various issues re procedure (0.3)	2.70	2,119.50 0.7 x 785 = \$549.5
11/19/24	SJJ			
11/19/24	KPH	Confer and research regarding posting of bond; draft and confer regarding Ex Parte Application for OSC Re Contempt; confer with client regarding same; research regarding same; meet and confer regarding Koren's Ex Parte Application for Reconsideration, Ex Parte Application for OSC Re Contempt, confer regarding same	5.90	3,628.50 5.7 x 615 = \$3,505.50
11/20/24	MM	Teleconference and correspondence with Hawaii franchisee counsel (0.1); correspondence with opposing counsel re injunction and review Guy ex parte to challenge injunction for purpose of preparing opposition to same (1.9); revise final agreements for Malik and Frank (indemnity revised, license revised, and supply chain) and attention to final execution (0.6); teleconference with Frank and Maklik regarding franchisee meeting (0.3)	2.90	2,276.50 1.9 x 785 = \$1,491.50
11/20/24	KPH	Review and analyze Koren's Ex Parte Application for Reconsideration; draft and strategize regarding Opposition to same; confer regarding Koren's compliance with Injunction Order; draft correspondence to franchisee's counsel regarding same; review and analyze Order denying Ex Parte Application; confer with client regarding same, franchisee dealings, and Injunction Order	7.50	4,612.50
11/21/24	MM	Attention to PCJV franchisee developments and communications (0.2); draft/revise multiple different demand letters on PCJV and Guy's counsel (0.8)	1.00	785.00 .80 x 785 = \$628.00
11/21/24	KPH	Revise and confer regarding letter to franchisees; draft and revise correspondence to Koren's counsel regarding compliance with Injunction Order; revise and confer regarding First Amended Complaint; research regarding same; confer regarding order on Koren's Ex Parte Application for Reconsideration	4.50	2,767.50 2.3 x 615 = \$1,414.50
11/22/24	MM			



ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
Client #: 18393

Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
11/22/24	KPH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
11/25/24	MM	Correspondence with Eric Agaki about what he has found in his investigation as to Potato Corner operations (0.1); review and comment on email to PCJV franchisee Lijoo (0.3)	.40	314.00
			.01 x 785 =	\$78.50
11/25/24	KPH	Finalize Notice of Interested Parties; confer with private investigator regarding report of franchisees; review documents regarding same; draft correspondence to franchisees regarding short-term license; confer with client and franchisees regarding licenses, related issues, etc.; correspond with Koren's counsel regarding compliance with injunction; strategize regarding same; draft cease and desist correspondence regarding trade secrets; research regarding Koren's request to modify bond	5.20	3,198.00
			0.5 x 615 =	\$307.50
11/26/24	KPH	Draft and finalize correspondence to 9th Circuit regarding Koren's Emergency Motion for Stay; draft and research regarding Opposition to Koren's request to modify bond; correspond with contractor regarding same; correspond with franchisees regarding short-term license; correspond with Koren's counsel regarding briefing schedule on Emergency Motion for Stay	6.50	3,997.50
11/27/24	MM	Draft/revise cease and desist to be sent to franchisees	.50	392.50
11/27/24	KPH	Draft and confer regarding Opposition to Request to Modify Bond; confer with contractor regarding same; revise and finalize cease and desist letter to franchisees; confer regarding same; correspond with Koren's counsel regarding Emergency Motion for Stay in 9th Circuit; prepare Response to same	4.00	2,460.00
11/28/24	MM	Draft/revise multiple meet and confer letters / emails regarding Koren's decision to challenge the injunction and demand I stop talking to PCJV franchisees	1.60	1,256.00
11/28/24	KPH	Review and confer regarding correspondence from Koren's counsel regarding Motion to Dismiss, threatened ex parte, and related items	.40	246.00
11/29/24	MM	Draft/revise and review correspondence with opposing counsel re injunction compliance and challenges and legal research regarding allegations against me from them for violating their privileges	1.50	1,177.50
11/29/24	KPH	Revise and confer regarding draft correspondence to Koren's counsel regarding Motion for Dismiss; research regarding same; draft Response to Koren's Emergency Motion for Stay in 9th Circuit	1.10	676.50
11/30/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
11/30/24	KPH	Draft Response to Koren's Emergency Motion for Stay in 9th Circuit	6.80	4,182.00

ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
Client #: 18393

Billing Attorney: MM

NET LEGAL FEES

FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy		785.00	
Sarah J. Jupina		350.00	
Hsu, Kenneth		615.00	



ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
Client #: 18393  
Billing Attorney: MM

**COSTS ADVANCED**

Date	Description	Amount
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mansi Khan - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Dinh Tran - Potato Corner Store	43.31
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Dinh Tran - Potato Corner Store	43.31
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Cheuk Chan (Matthew Li) - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Cheryl Lim , Jocelyn Lim - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mansi Khan - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Umar Malik - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Patrick Liang - Potato Corner Store	59.15
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Kijoo Mazhar - Potato Corner Store	56.17
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mark Zhang - Potato Corner Store	59.15
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Peter Doung - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Joseph Mercado - Potato Corner Store	31.53
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Leo Tedja - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Gabriela Wright - Potato Corner Store	31.53
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Andrea Arellano - Potato Corner Store	59.15

ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789

Client #: 18393

Billing Attorney: MM

Date	Description	Amount
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Michael Zeng - Potato Corner Store	39.95
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Ryan Nath - Potato Corner Store	85.25
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Vannrada Lai - Potato Corner Store	47.86
11/30/24	Legal Support Network, LLC, Messenger/Attorney Services, 11/30/2024, LA-24-24310, ERVCO - Recipient: U.S. DISTRICT COURT	145.00

TOTAL COSTS ADVANCED

TOTAL BALANCE DUE



**ERVIN COHEN & JESSUP LLP**

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789  
 Client #: 18393  
 Matter #: 1  
 Billing Attorney: MM

**ACCOUNTS RECEIVABLE: PAST DUE INVOICES**

<b>INVOICE NUMBER</b>	<b>DATE</b>	<b>INVOICE TOTAL</b>	<b>PAYMENTS RECEIVED</b>	<b>ENDING BALANCE</b>
365250	10/31/24	106,063.38	.00	106,063.38
366477	11/30/24	116,561.00	.00	116,561.00
Late Charge	1/01/25	3,339.36	.00	3,339.36

**TOTAL PAST DUE BALANCE**

**\$ 225,963.74**

## **EXHIBIT 2**

ERVIN COHEN & JESSUP<sup>LLP</sup>

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

January 15, 2025

Invoice #: 368857

Client #: 18393

Billing Attorney: MM

**RE: Potato Corner Licensing Dispute**

ERVIN COHEN & JESSUP LLP

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Invoice #: 368857

Client #: 18393

[REDACTED]  
Billing Attorney: MM

### CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through December 31, 2024:

**RE: Potato Corner Licensing Dispute**

Legal Services

[REDACTED]

Plus Costs Advanced

[REDACTED]

**TOTAL BALANCE DUE ON CURRENT INVOICE**

[REDACTED]

Effective February 1, 2025, certain hourly rates may reflect an increase.

[REDACTED]

[REDACTED]

ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857  
Client #: 18393  
Billing Attorney: MM

LEGAL SERVICES RENDERED

Date	Tkpr	Description of Service	Hours	Amount
12/01/24	MM	Draft/revise Opposition to motion by Koren to 9th Circuit to stay the injunction and legal research and correspondence regarding same (3.1); correspondence with opposing counsel re new demands as to injunction and legal research and correspondence with Ken regarding same (0.4)	3.50 .40 x 785 = \$314.00	2,747.50
12/01/24	MM	Draft/revise Opposition to New Motion to Amend Bond and legal research and correspondence regarding same (3.6); review and respond to demand correspondence from opposing counsel (.4)	4.00 .40 x 785 = \$314.00	3,140.00
12/01/24	KPH	Draft, revise, and confer regarding Response to Koren's Emergency Motion for Stay in 9th circuit; review and confer regarding correspondence from Koren's counsel regarding common interest privilege and ex parte application; review and analyze ex parte application; draft correspondence to Koren's counsel regarding same	7.50 1.0 x 615 = \$615.00	4,612.50
12/02/24	MM	Review new Ex Parte Application (this time to modify injunction) and correspondence regarding same (0.9); revise Opposition to 9th Cir. Motion to Stay (1.9); teleconferences with investigator and Mr. Hsu (0.3); draft/.revise additional meet and confer correspondence (0.5)	3.60 .50 x 785 = \$392.50	2,826.00
12/02/24	KPH	[REDACTED]		
12/03/24	MM	[REDACTED]		
12/03/24	KPH	[REDACTED]		
12/04/24	MM	[REDACTED]		
12/04/24	KPH	Review and confer regarding Order regarding Koren's Ex Parte Application; revise and confer regarding Stipulation to Extend Time to Respond to FAC; confer with client regarding status and franchisees; research and confer regarding contempt; correspond with Koren's counsel regarding compliance with injunction	2.10 0.5 x 615 = \$307.50	1,291.50



ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
12/05/24	MM	Draft/revise demand on PCJV counsel top (0.6); draft/revise extended license agreement and correspondence re same (0.9)	1.50 .60 x 785 =	1,177.50 \$471.00
12/05/24	KPH	Revise draft First Amended License Agreement; review and revise draft correspondence to Koren's counsel; research regarding contempt	.80 0.4 x 615 =	492.00 \$246.00
12/06/24	KPH	Draft Declaration of M. Yocum in support of Motion for Contempt; research and confer regarding same; review and revise draft correspondence to Koren's counsel	1.50	922.50
12/07/24	MM	Draft/revise correspondence to Gruenberg (franchise counsel), opposing counsel re cease and desist and proposal re pleadings, and Ken re declaration of investigator	1.00	785.00
12/07/24	KPH	Confer with M. Murphy regarding Motion for Contempt; review draft correspondence to Koren's counsel regarding same	.40	246.00
12/08/24	KPH	Correspond regarding declaration of private investigator in support of Motion for Contempt	.10	61.50
12/09/24	MM	Review response to our demand on Guy's counsel that they meet and confer and respond to same (0.2); teleconference with Kenny re same and briefs (0.1)	.30	235.50
12/09/24	KPH	Review and analyze discovery requests from PCJV; draft discovery requests to PCJV; confer regarding same; research and confer regarding Motion for OSC Re Civil Contempt; research regarding trade secrets	4.90 0.7 x 615 =	3,013.50 \$430.50
12/10/24	MM	[REDACTED]		
12/10/24	KPH	Draft and research regarding Motion for OSC Re Contempt; confer with client regarding franchisees, contempt, preliminary injunction, and case status; prepare and confer regarding list of action items; revise and confer regarding Initial Disclosures; confer regarding meet and confer correspondence from Koren's counsel	6.50 4.0 x 615 =	3,997.50 \$2,460.00
12/11/24	MM	Review and revise contempt motion.	.90	706.50
12/11/24	MM	[REDACTED]		
12/11/24	KPH	Draft, research, and confer regarding Motion for OSC Re Contempt; draft correspondence to Koren's counsel regarding meet and confer regarding First Amended Complaint; correspond with private investigator regarding declaration; draft discovery requests to PCJV	7.70 6.5 x 615 =	4,735.50 \$3,997.50
12/12/24	MM	[REDACTED]		
12/12/24	KPH	[REDACTED]		



ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
12/13/24	MM	Draft/revise meet and confer correspondence before and after meet and confer zoom (1.2); attend zoom meet and confer (0.9); teleconference with Kenny re same (0.2)	2.30	1,805.50
12/13/24	KPH	Draft and confer regarding discovery requests to PCJV; confer regarding waiver of service for FAC; meet and confer with Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Contempt; draft and confer regarding correspondence regarding same	3.10 1.0 x 615 =	1,906.50 \$615.00
12/14/24	KPH	Confer with M. Murphy regarding Motion for Contempt	.20	123.00
12/15/24	KPH	Revise and confer regarding draft Motion for OSC Re Contempt	1.10	676.50
12/16/24	MM	Draft/revise Motion for Contempt and legal research re same and review pleadings and history for same (6.9)	6.90	5,416.50
12/16/24	KPH	Research regarding trade secrets under federal and California law; strategize regarding response to Motion to Dismiss; draft correspondence to Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Civil Contempt	1.60 0.3 x 615 =	984.00 \$184.50
12/17/24	MM	Prepare for and attend zoom call with clients (0.6); draft/revise and review correspondence with Guy counsel discussing acts of contempt and injunction order (1.1); teleconference with Kenny (0.2)	1.90 .20 x 785 =	1,491.50 \$157.00
12/17/24	KPH	Draft correspondence to Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Civil Contempt; correspond with Koren's counsel regarding same; draft Trade Secret Disclosure; research regarding trade secrets and misappropriation of trade secrets under federal and California law; confer with client regarding case status, dealings with franchisees, discovery, etc.	3.20 0.9 x 615 =	1,968.00 \$553.50
12/17/24	EZC			
12/18/24	MM	Draft/revise trade secret disclosure and legal research regarding same and review federal and state trade secret statutes to evaluate Ken's proposal as to which law to adopt (0.9); review legal argument for contempt motion for purpose of reviewing cases as to same and review authorities as to same (1.5)	2.40 1.5 x 785 =	1,884.00 \$1,177.50
12/18/24	KPH	Revise and confer regarding correspondence to Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Civil Contempt; revise and finalize regarding Trade Secret Disclosure; prepare NDA and Agreement Re Supply Chain for franchisee in Moreno Valley and Montclair; revise and confer regarding Motion for OSC Re Civil Contempt	1.70 0.4 x 615 =	1,045.50 \$246.00
12/19/24	MM			



ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
12/19/24	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
12/20/24	MM	[REDACTED]		
		[REDACTED]		
12/20/24	KPH	Revise and confer regarding draft correspondence to client regarding Koren's discovery requests; correspond with Koren's counsel regarding Waiver of Service of Summons of FAC; draft Motion for OSC Re Civil Contempt and Declaration of M. Murphy; gather and review Exhibits in support of Motion; research regarding same; review and analyze Koren's Motion to Dismiss and Appeal of Preliminary Injunction	4.20	2,583.00
			2.5 x 615 =	\$1,537.50
12/21/24	MM	[REDACTED]		
		[REDACTED]		
12/22/24	KPH	Correspond regarding draft Declaration in support of Motion for OSC Re Civil Contempt	.20	123.00
12/23/24	KPH	Revise Motion for OSC Re Civil Contempt and Declaration of M. Murphy in support of Motion; review and analyze invoices to support request Motion; [REDACTED]	2.90	1,783.50
		[REDACTED]		
		[REDACTED]		
12/24/24	KPH	[REDACTED] revise and confer regarding draft Motion for OSC Re Civil Contempt	.50	307.50
12/26/24	MM	Draft/revise Motion for Contempt and then final review and approval and revision to contempt motion and correspondence regarding same (2.5); review calculations from Myrose re outstanding license fees due and correspondence and zoom conference regarding same (0.4); review new ex parte application and correspondence with opposing counsel regarding same (0.3)	3.20	2,512.00
			2.5 x 785 =	\$1,962.50
12/26/24	KPH	Revise, finalize, and confer regarding Motion for OSC Re Civil Contempt; review, analyze, and confer regarding Koren's Ex Parte Application regarding same; draft Opposition to same; confer with client regarding royalty calculation	8.00	4,920.00
			4 x 615 =	\$2,460.00
12/27/24	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		

ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857

Client #: 18393

Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
12/27/24	KPH			
12/30/24	KPH			
12/31/24	KPH			

NET LEGAL FEES

FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy		785.00	
Hsu, Kenneth		615.00	
Elliot Z. Chen		575.00	

Invoice #: 368857  
Client #: 18393  
[REDACTED]  
Billing Attorney: MM

Invoice #: 368857  
Client #: 18393

Billing Attorney: MM

[illegible]

Billing Attorney: MM

**TOTAL BALANCE DUE**

ERVIN COHEN & JESSUP LLP

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368857  
Client #: 18393

Billing Attorney: MM

---

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>
<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>
<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>
<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 60px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>	<div style="background-color: black; width: 20px; height: 15px;"></div>	<div style="background-color: black; width: 80px; height: 15px;"></div>



## **EXHIBIT 3**

ERVIN COHEN & JESSUP LLP

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

February 14, 2025

Invoice #: 369865

Client #: 18393

[REDACTED] 1  
Billing Attorney: MM

[REDACTED]

[REDACTED]  
[REDACTED]

RE: Potato Corner Licensing Dispute

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ERVIN COHEN & JESSUP<sup>LLP</sup>

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

February 14, 2025

Invoice #: 369865

Client #: 18393

Billing Attorney: MM

### CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through January 31, 2025:

**RE: Potato Corner Licensing Dispute**

Legal Services  
Less Courtesy Fee Discount  
Net Legal Services

Plus Costs Advanced

**TOTAL BALANCE DUE**

Effective February 1, 2025, certain hourly rates may reflect an increase.

ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865

Client #: 18393

Billing Attorney: MM

LEGAL SERVICES RENDERED

Date	Tkpr	Description of Service	Hours	Amount
12/29/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
		[REDACTED])		
12/30/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
12/31/24	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
1/02/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
1/02/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
1/02/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/03/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
1/04/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
1/05/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
1/06/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
1/06/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
1/06/25	SJJ	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
1/06/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		



ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
1/07/25	KPH	Prepare and correspond regarding spreadsheet regarding status of franchisees; revise and finalize franchisee agreements; correspond with franchisees regarding finalized agreements; draft and confer regarding discovery responses; correspond regarding invoice from E. Agaki; review and analyze Koren's Motion to Dismiss; draft Opposition to same	4.70	2,890.50
			0.1 x 615 =	\$61.50
1/08/25	MM	[REDACTED]		
1/08/25	KPH	[REDACTED]		
1/09/25	MM	[REDACTED]		
1/09/25	KPH	[REDACTED]		
1/10/25	MM	Draft/revise Opposition to Motion to Dismiss and legal research and review pleadings for same (5.2); review and revise discovery requests (0.5); review Opposition to Contempt Motion for purpose of preparing and planning Reply to same (1.0)	6.70	5,259.50
			1.0 x 785 =	\$785.00
1/10/25	KPH	[REDACTED]		
1/12/25	KPH	Review and analyze Opposition to Motion for OSC Re Civil Contempt; confer regarding same; review and analyze Koren's Appellate Opening Brief	.80	492.00
			.4 x 615 =	\$246
1/13/25	MM	[REDACTED]		
1/13/25	KPH	Review and analyze Opposition to Motion for OSC Re Contempt; confer regarding same; review and analyze Koren's Opening Brief in 9th Circuit; draft and research regarding Responding Brief; confer with private investigator	8.50	5,227.50
			4.3 x 615 =	\$2,644.50
1/14/25	MM	[REDACTED]		

ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865  
Client #: 18393  
Matter #: 1  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
1/14/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/15/25	MM	[REDACTED]		
		[REDACTED]		
1/15/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/16/25	MM	[REDACTED]		
		[REDACTED]		
1/16/25	KPH	Revise, finalize, and correspond regarding responses to Koren's Special Interrogatories; correspond regarding Koren's Requests for Production; draft and revise Answering Brief in 9th Circuit; draft and correspond regarding Reply in support of Motion for OSC Re Contempt	8.60 2.2 x 615 = \$1,353.00	5,289.00
1/17/25	MM	REview and revise Reply in support of Contempt motion and Responding Brief to the 9th Circuit	2.90	2,276.50
1/17/25	KPH	Revise, finalize, and confer regarding Answering Brief in 9th Circuit; revise, finalize, and confer regarding Reply in support of Motion for Contempt; confer with investigator regarding photographs and report; review and analyze same; correspond with franchisees regarding agreements	8.90 2.4 x 615 = \$1,476.00	5,473.50
1/19/25	KPH	[REDACTED]		
1/20/25	MM	[REDACTED]		
		[REDACTED]		
1/20/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/21/25	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/21/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
1/22/25	KPH	[REDACTED]		
		[REDACTED]		



ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865  
Client #: 18393  
Matter #: 1  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
1/23/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
1/24/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
1/24/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
1/27/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
1/28/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
1/28/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
1/29/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
1/30/25	MM	Review tentative ruling for purpose of preparing for hearing and review cases cited in all briefs for sane purpose; legal research and correspondence and teleconferences re oral augment on contempt	1.50	1,177.50
1/30/25	KPH	Review, analyze, and confer regarding tentative rulings regarding Motion for OSC Re Contempt and Motion to Dismiss; prepare for hearing regarding same; meet and confer with Koren's counsel regarding discovery responses; confer with client regarding franchisees, hearing, and case status	3.10 2.9 x 615 = \$1,783.50	1,906.50
1/31/25	MM	Prepare for, travel to and from, and attend hearing on contempt motion and subsequent correspondence and teleconferences re same	2.70	2,119.50
1/31/25	KPH	Prepare for and appear at hearing on Motion for OSC Re Contempt and Motion to Dismiss; confer regarding same	1.60	984.00
[REDACTED]			[REDACTED]	[REDACTED]
[REDACTED]			[REDACTED]	[REDACTED]
NET LEGAL FEES				[REDACTED]

FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy	[REDACTED]	785.00	[REDACTED]
Sarah J. Jupina	[REDACTED]	350.00	[REDACTED]
Hsu, Kenneth	[REDACTED]	615.00	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]

ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865  
Client #: 18393  
Billing Attorney: MM

COSTS ADVANCED

Date	Description	Amount
12/31/24	Legal Support Network, LLC, Messenger/Attorney Services, 12/31/2024, LA-24-26401, ERVCO - Recipient: U.S. DISTRICT COURT	88.00
1/15/25	Legal Support Network, LLC, Messenger/Attorney Services, 1/15/2025, LA-25-27355, ERVCO - Recipient: U.S. DISTRICT COURT	88.00

TOTAL COSTS ADVANCED

TOTAL BALANCE DUE



ERVIN COHEN & JESSUP LLP

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865  
Client #: 18393  
Billing Attorney: MM

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE

Date	Type	Invoice No.	Check No.	Paid By	Amount

## **EXHIBIT 4**



ERVIN COHEN & JESSUP LLP

9401 Wilshire Blvd., 12<sup>th</sup> Floor  
Beverly Hills, CA 90212-2974  
(310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

March 28, 2025

Invoice #: 371549

Client #: 18393

[REDACTED]  
Billing Attorney: MM

### CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through March 20, 2025:

**RE: Potato Corner Licensing Dispute**

Legal Services

[REDACTED]

Plus Costs Advanced

[REDACTED]

**TOTAL BALANCE DUE ON CURRENT INVOICE**

[REDACTED]

[REDACTED]

[REDACTED]



ERVIN COHEN & JESSUP LLP

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 371549  
Client #: 18393  
Billing Attorney: MM

LEGAL SERVICES RENDERED

Date	Tkpr	Description of Service	Hours	Amount
10/11/24	EZC	[REDACTED]		
10/14/24	MM	[REDACTED]		
2/01/25	KWC	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/01/25	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/01/25	KPH	[REDACTED]		
		[REDACTED]		
2/02/25	MM	[REDACTED]		
		[REDACTED]		
2/02/25	MM	[REDACTED]		
		[REDACTED]		
2/03/25	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/03/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/04/25	JRG	[REDACTED]		
		[REDACTED]		
		[REDACTED]		

ERVIN COHEN & JESSUP LLP

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 371549  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
2/04/25	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/04/25	KPH	Draft correspondence to Koren's counsel regarding Interrogatory responses; draft and correspond regarding proposed Protective Order; review and analyze correspondence from Koren's counsel regarding discovery; correspond regarding potential hearing date in 9th Circuit Court of Appeals; confer with client regarding hearing on Motion for OSC Re Contempt and Motion to Dismiss, franchisees, and case status	4.10	2,685.50
2/05/25	MM	[REDACTED]		
2/05/25	KPH	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
2/06/25	MM	[REDACTED]		
		[REDACTED]		
2/06/25	KPH	Revise draft correspondence to Potato Bro regarding cease and desist; review and confer regarding draft correspondence to Koren's counsel regarding RFP responses; correspond regarding filing of Answer Brief in 9th Circuit Court of Appeals; review and analyze records for attorneys' fees award	.80	524.00
2/07/25	MM	Review contempt filing and evidence from PCJV and analyze same and review cases cited in same (2.2); visit Americana PC to observe compliance (non compliance)	3.20 2.2 x 785 = \$1,727	2,512.00
2/07/25	KPH	Correspond with M. Murphy regarding action items; review records and strategize regarding attorneys' fees award; correspond regarding same; correspond with private investigator regarding invoices; review, analyze, and confer regarding Koren's Opposition to OSC Re Civil Contempt	1.00	655.00
2/08/25	KPH	Review, analyze, and confer regarding Koren's Opposition to OSC Re Civil Contempt	.80	524.00
2/10/25	MM	[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		

ERVIN COHEN & JESSUP LLP

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 371549  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
2/10/25	KPH	Review and correspond with Koren's counsel regarding Stipulation re: time to respond to FAC; review and confer regarding order regarding hearing on Motion for OSC Re Contempt; correspond with Koren's counsel regarding Interrogatory responses and Protective Order; revise draft Protective Order; finalize correspondence to Potato Bro regarding cease and desist; review and analyze orders from 9th Circuit regarding appeal	2.00	1,310.00
2/11/25	MM	[REDACTED]		
2/11/25	KPH	[REDACTED]		
2/12/25	KPH	[REDACTED]		
2/13/25	MM	REview documents from Cinco action and pleadings from same for purpose of identifying new documents for our initial disclosures and preparation of our case and draft/revise initial disclosures and legal research regarding same and other correspondence re attorneys fees.	1.40	1,099.00
2/13/25	KPH	Draft and correspond regarding Joint Motion for Attorneys' Fees; review, analyze, and redact billing records regarding same; correspond with franchisees regarding updated agreements; prepare and finalize same; review and analyze correspondence from Koren's counsel regarding discovery responses	4.00	2,620.00
2/14/25	MM	Draft/revise discovery to propound on PCJV (approx 100 documents requests; 20 interrogatories and requests for admission); review prior productions in cinco matter for purpose of today's documents being prepared; draft/revise Initial Disclosures; draft/revise Motion for Fees; correspondence and teleconferences re all of the above.	5.10	4,003.50
2/14/25	KPH	Revise, finalize, and correspond with SPAVI's counsel regarding Joint Motion for Attorneys' Fees; revise, finalize, and serve Initial Disclosures; correspond regarding same; revise, finalize, and serve Requests for Production; confer regarding same	3.00	1,965.00

ERVIN COHEN & JESSUP LLP

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 371549  
Client #: 18393  
Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
2/16/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/17/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/18/25	MM	Review 2 initial disclosures served late by Defendants and analyze same (1.4); draft/revise and review newest brief on fees for motion to dismiss (1.3)	2.70	2,119.50
			1.3 x 785 =	\$1,020.50
2/18/25	KPH	Prepare and finalize Proposed Order regarding Joint Motion for Attorneys' Fees; correspond with Court clerk regarding same; review and analyze potential documents for production; confer and strategize with M. Murphy and client regarding contempt, discovery, and other items; correspond with M. Murphy and client regarding engagement	2.00	1,310.00
2/19/25	MM	[REDACTED]	[REDACTED]	[REDACTED]
2/19/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/20/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/21/25	KPH	Correspond regarding agreements with franchisees; review and analyze Koren's supplemental declarations regarding OSC Re Contempt	.90	589.50
2/24/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/25/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
2/26/25	KPH	Review, analyze, and strategize regarding Court's order regarding evidence at hearing on OSC Re Contempt	.50	327.50
2/27/25	KPH	Confer and prepare for hearing on OSC Re Contempt; review, analyze, and confer regarding Court's order regarding same; visit and confer regarding Potato Corner store	1.00	655.00
2/28/25	KPH	Prepare for and participate in hearing on OSC Re Contempt; confer and strategize regarding same; review and confer regarding trial scheduling	2.40	1,572.00
3/02/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]
3/03/25	KPH	[REDACTED]	[REDACTED]	[REDACTED]

NET LEGAL FEES



Invoice #: 371549  
Client #: 18393  
[REDACTED]  
Billing Attorney: MM

**TOTAL BALANCE DUE**

ERVIN COHEN & JESSUP LLP

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 371549  
 Client #: 18393  
 Billing Attorney: MM

ACCOUNTS RECEIVABLE: PAST DUE INVOICES

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████

TOTAL PAST DUE

PAYMENTS APPLIED SINCE LAST INVOICE

Date	Type	Invoice No.	Check No.	Paid By	Amount
██████	██████	██████	██████	██████	██████
██████	██████	██████			██████

## **EXHIBIT 5**



CONSTELLATION PLACE 10250 CONSTELLATION BOULEVARD, SUITE 900 LOS ANGELES, CA 90067  
Tel 215.299.2000 Fax 215.299.2150 www.foxrothschild.com

TAX I.D. NO. 23-1404723

SHAKEY'S PIZZA ASIA VENTURES INC.

Invoice Number

3585783

Invoice Date

03/07/25

Client Number

377748

Matter Number

[REDACTED]

RE: SPAVI V. PCJV

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/25

Date	Timekeeper	Description	Hours
02/21/2025	MURPHY	[REDACTED]	[REDACTED]
02/23/2025	MURPHY	[REDACTED]	[REDACTED]
02/24/2025	MURPHY	[REDACTED]	[REDACTED]
02/25/2025	MURPHY	[REDACTED]	[REDACTED]
02/26/2025	MURPHY	REVIEW ORDER RE CONTEMPT RULING AND IDENTIFY WITNESSES REGARDING SAME AND GATHER EXHIBITS FOR SAME AND TELECONFERENCES AND EMAILS WITH GUY'S COUNSEL REGARDING SAME AND REVIEW CONTEMPT MOTION FOR SAME PURPOSE (1.2); TELECONFERENCE WITH INVESTIGATOR AND REVIEW PRIOR REPORTS FOR SAME PURPOSE (0.3)	1.5
02/27/2025	MURPHY	TELECONFERENCE WITH MR. HSU REGARDING HEARING (0.2); REVIEW DECLARATION OF ERIK AGAKI IN PREPARATION FOR HEARING (0.1); REVIEW BRIEFING AND TELECONFERENCES WITH MR. HSU, MR. AGAKI, AND CLIENT (BY ZOOM) AND ANALYZE PROCEDURE AND LAW AND DETERMINE WHETHER WITNESSES ARE NECESSARY AND COMMUNICATE DECISION AS TO SAME (1.4);	5.4 4.8 x 800 = \$3,840



Date	Timekeeper	Description	Hours
		DRAFT/REVISE DECLARATION OF MURPHY ASSERTING CHANGE IN FIRMS IS NOT IN VIOLATION OF LOCAL RULES (0.4); DRAFT/REVISE NEW DECLARATION OF ERIK AGAKI ESTABLISHING NEWEST VIOLATIONS, WHICH ARE IN CONTRADICTION TO THE DECLARATIONS PRESENTED IN RESPONSE TO THE OSC AND REVIEW EXHIBITS AND TELECONFERENCES REGARDING SAME (2.6); REVIEW LOCAL RULES FOR PURPOSE OF EVALUATING REQUIREMENTS FOR ADDITIONAL EVIDENCE SUBMISSION AND PREPARE SAME (0.7)	
02/28/2025	MURPHY	PREPARE FOR HEARING ON CONTEMPT (1.6); ATTEND HEARING ON CONTEMPT (IN PERSON) (2.9); TRAVEL TO AND FROM COURT FOR HEARING (0.7) ; CORRESPONDENCE AND TELECONFERENCES REGARDING SAME (0.2)	5.4
TOTAL			

**TIMEKEEPER TIME SUMMARY:**

Timekeeper	Hours
M. D. MURPHY	
TOTAL	

TOTAL PROFESSIONAL SERVICES

TOTAL AMOUNT OF THIS INVOICE



CONSTELLATION PLACE 10250 CONSTELLATION BOULEVARD, SUITE 900 LOS ANGELES, CA 90067  
Tel 215.299.2000 Fax 215.299.2150 www.foxrothschild.com

TAX I.D. NO. 23-1404723

## REMITTANCE PAGE

SHAKEY'S PIZZA ASIA VENTURES INC.

[REDACTED]

Invoice Number

3585783

Invoice Date

03/07/25

Client Number

377748

Matter Number

[REDACTED]

[REDACTED]

RE: SPAVI V. PCJV

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **EXHIBIT 6**

Proforma Number: 1497504

Client: (377748) SHAKEY'S PIZZA ASIA VENTURES INC.  
Matter: (377748) SPAVI V. PCJV  
Billing Attorney: Murphy, Michael D. (Los Angeles)  
Proforma Run Date: 4/2/2025  
Current Status: Timekeeper Review

**Money on Hand**

	Available	Use Toward s Bill
Retainer		
Unallocated		
Interim		
Escrow		

**Billing Instructions**

**Client Level Instructions**

☒ Email Invoice

Invoice Email Address:

[Redacted]

Billing Specific Instructions

Invoice Delivery Instruction Method

**Matter Level Instructions**

☒ Email Invoice

Invoice Email Address:

[Redacted]

Billing Specific Instructions

Any Additional Special Invoice Instructions

[Redacted]

e-Billing

**Invoice Options**

Show History to

Date

Show Year to

Date

**Multi Payor**

**Information**

Client	Percent	From	To
	t	m	

There is no multi payor information.

Pre-Approval Prior to e-Billing

e-Billing Vendor:

e-Billing Client/Matter ID:

**Outstanding Invoices**

Invoice Number	Invoice Date	Payment Date	Fees	Costs	Interest	Total Amount	Last Payment Amount	Total Amount Paid	Balance
[REDACTED]									

**Billing Summary**

	Fees	Costs	Total
Original	[REDACTED]		
Transfer	[REDACTED]		
Exclude	[REDACTED]		
Write Off	[REDACTED]		
Bill No Charge	[REDACTED]		
Additional Discount	[REDACTED]		
Sub-total	[REDACTED]		
Less Monies on Hand	[REDACTED]		

**Timekeeper Summary**

Timekeeper	Rate	Hours	Value
Zollicoffer, Jordan (Washington, D.C.)			
Grinter, Pamela A. (Seattle)			
Bowen, Teresa M. (San Francisco)			
Schmidt, Genevieve (Greenville)			
Fall, Tristram R. (Philadelphia)			
Garcia, Mario (Los Angeles)			
Murphy, Michael D. (Los Angeles)			

**Cost Code Summary**

Cost Code	Quantity	Amount
77 - MESSENGER SERVICE/DELIVERY	[REDACTED]	[REDACTED]
802 - TAXI/UBER - LOCAL TRAVEL EXPENSE		



**Fee Details**

Index	Date	TMKP	Narrative	Rate	Hours	Amount	Action	Notes
42814127	3/2/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42770883	3/3/2025	Grinter, Pamela A. (Seattle)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42813796	3/3/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42791453	3/4/2025	Grinter, Pamela A. (Seattle)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42814151	3/4/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42797568	3/5/2025	Fall, Tristram R. (Philadelphia)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42811139	3/5/2025	Zollicoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42814429	3/5/2025	Murphy, Michael D. (Los Angeles)	CONFERENCE WITH JORDAN RE CASE STATUS AND TASKS AHEAD AND CORRESPONDENCE WITH AYESHA RE RELEVANT DOCUMENTS FOR SAME PURPOSE (0.9); PREPARE FOR AND ATTEND IN PERSON CONFERENCE REGARDING CONTEMPT AND ATTORNEYS' FEES (1.2); TELECONFERENCE WITH FRANK SHAIKH RE LOAN AGREEMENT AND REVIEW SAME (0.4); REVIEW PROJECT PENTAGON SALE DOCUMENTS FOR PURPOSE OF DISCUSSING THEIR REVIEW WITH TRISTAN (0.2); TELECONFERENCE WITH TRISTAN REGARDING REVIEW OF DEAL (0.3).	\$800.00	3.0	\$2,400.00	Bill	
					1.2 x 800 = \$960			
42814459	3/6/2025	Murphy, Michael D. (Los Angeles)	DRAFT/REVISE DEMAND TO COMPLY WITH INJUNCTION AND DEMAND FOR ATTORNEYS' FEES (0.7)	\$800.00	0.7	\$560.00	Bill	
42847819	3/6/2025	Fall, Tristram R. (Philadelphia)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

42814486	3/7/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
42847968	3/7/2025	Fall, Tristram R. (Philadelphia)	[REDACTED]				
42812268	3/8/2025	Murphy, Michael D. (Los Angeles)	ANALYZE INVOICES FROM NOVEMBER THROUGH THE PRESENT TO IDENTIFY ANY AND ALL FEES AND COSTS INCURRED AS A RESULT OF OUR EFFORTS ENFORCING THE INJUNCTION (1.3); REVIEW PLEADINGS AND FILINGS FROM NOVEMBER THROUGH JANUARY TO IDENTIFY WHICH OF THOSE FILINGS WOULD HAVE BEEN SHORTER OR LESS TIME REQUIRED TO COMPLETE BUT FOR THE CONTEMPT OF DEFENDANTS (.8); DRAFT AND REVISE CORRESPONDENCE TO PCJV'S COUNSEL DISCUSSING (ONE) THE STATUS OF THE CONTINUED NONCOMPLIANCE WITH THE INJUNCTION ORDER AND (TWO) DESCRIBING THE FEES AND COSTS THAT WE CALCULATE TO BE OWED AS BEING ALMOST \$100,000, AND THEN PROPOSING A RESOLUTION OF THE ATTORNEY FEE QUESTION OF \$60,000 (.5).	\$800.00	2.6	\$2,080.00	Bill
42814412	3/9/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
42824835	3/10/2025	Murphy, Michael D. (Los Angeles)	DRAFT REVISE JOINT STATEMENT RE CONTEMPT NEGOTIATIONS AND REVIEW CORRESPONDENCE AND PHOTOGRAPHS FROM OPPOSING COUNSEL RE COMPLIANCE (0.8); DRAFT REVISE JOINT STATEMENT ON DISCOVERY DISPUTES (0.7).	\$800.00	1.5 0.8 x 800 = \$640	\$1,200.00	Bill
42978119	3/10/2025	Zollicoffer, Jordan (Washington, D.C.)	[REDACTED]				
42978133	3/11/2025	Zollicoffer, Jordan (Washington, D.C.)	[REDACTED]				
43025931	3/11/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
42978224	3/12/2025	Zollicoffer, Jordan	[REDACTED]				

		(Washington, D.C.)	[REDACTED]				
43026036	3/12/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
42869052	3/13/2025	Garcia, Mario (Los Angeles)	[REDACTED]				
		Zolliecoffer, Jordan	[REDACTED]				
42978235	3/13/2025	(Washington, D.C.)	[REDACTED]				
43024514	3/13/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
43024518	3/13/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
43024520	3/13/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
43024523	3/13/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
43026070	3/13/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				
		Zolliecoffer, Jordan	[REDACTED]				
42978245	3/14/2025	(Washington, D.C.)	[REDACTED]				
43024631	3/14/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]				

42978305	3/18/2025	Zolliecoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43025079	3/18/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42978307	3/19/2025	Zolliecoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42978308	3/19/2025	Zolliecoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43026822	3/19/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43023388	3/20/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42978732	3/21/2025	Zolliecoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43026504	3/21/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43031399	3/23/2025	Murphy, Michael D. (Los Angeles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42979400	3/26/2025	Zolliecoffer, Jordan (Washington, D.C.)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42979402	3/27/2025	Zolliecoffer, Jordan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		(Washington, D.C.)							
		Zolliecoffer, Jordan							
42979432	3/28/2025	(Washington, D.C.)							
		Schmidt, Genevieve (Greenville)							
42990098	3/28/2025								
42992648	3/28/2025	Bowen, Teresa M. (San Francisco)							
		Zolliecoffer, Jordan							
43004694	3/31/2025	(Washington, D.C.)							

*Cost Details*

Index	Date	TMKP	Narrative	Cost Code	Price	Quantity	Amount	Action	Notes
0	3/3/2025	Michael D. (Los Angeles)	Murphy,						
0	3/6/2025	Michael D. (Los Angeles)	Murphy,						
0	3/6/2025	Michael D. (Los Angeles)	Murphy,						



## **EXHIBIT 7**



**Hover View Investigations, Inc.**  
 17130 Devonshire St Ste 102  
 Northridge, CA 91325 US  
 +13234664837  
 eric@hvinvestigations.com  
 www.HVInvestigations.com

# Invoice

## BILL TO

Ervin Cohen & Jessup, LLP.  
 9401 Wilshire Blvd  
 12th Floor  
 Beverly Hills, CA 90212 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4492	03/03/2025	\$2,562.38	04/01/2025	Due on receipt	

**CASE NO.**  
 ECJ250225

**LEAD AGENT**  
 Eric A

**REQUESTED BY**  
 Kenneth Hsu & Michael Murphy

DATE	ACTIVITY	AMOUNT
02/26/2025	<b>Field Investigation</b> Potato Corner Investigation / Agent Eric Agaki / Americana at Brand - Glendale / Santa Anita upstairs & downstairs Location / Lakewood Center locataion / Culver City Location , Topanga location and the Northridge Location / Start time 9:30am - 7:30pm (Includes Case Rush Fee)	2,500.00
02/26/2025	<b>Client Expense</b> parking at the Americana at Brand in Glendale CA / Parking charges /	1.00
02/26/2025	<b>Client Expense</b> Cost of Fries from all locations	61.38

Thank you for your business! We take payments via Zelle at ERIC@HVinvestigations.com  
 Credit cards on our website at WWW.HVinvestigations.com  
 Send checks to 17130 Devonshire St, Suite 102 Northridge CA 91325.  
 Third investigation on Potato Corner / 02/26/2025 / Agent Eric Agaki

**BALANCE DUE**

**\$2,562.38**